

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1999A17996
	§	
vs.	§	
	§	
James R. Billingslea		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 9226 Schaefer, Detroit, Michigan 48228.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,386.86
B. Current Capitalized Interest Balance and Accrued Interest	\$1,477.47
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00
E. Attorneys fees	\$0.00
Total Owed	\$2,864.33

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding

attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.250% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Pamela S. Ritter
PAMELA S. RITTER (P47886)
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U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

James R. Billingslea
Aka: James R. 3. Billingslea
9226 Schaefer
Detroit, MI 48228

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01-26-99.

On or about 08-21-95, 09-08-95 & 01-02-96, the borrower executed promissory note(s) to secure loan(s) of \$1,313.00 & \$1,312.00 from US Department of Education. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 CFR. Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 04-16-97. The Department has credited \$0.00 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,386.86
Interest:	\$213.98
Administrative/Collection Costs:	\$0.00
Late fees	\$0.00
Total debt as of 01-26-99:	\$1,600.84

Interest accrues on the principal shown here at the rate of 8.25% per annum and a daily rate of \$0.31

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/29/99

Name: Sheryl Davis
Title: Loan Analyst
Branch: Education

229281



William D. Ford Federal Direct Loan Program

U.S. Department of Education

SERIALIZED **RECEIVED**
 OMB No. 1840-066
 Form Approved
 Exp. Date 06/30/96

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SEP 11 1995

 Federal Direct Stafford/Ford Loan
 Federal Direct Unsubsidized Stafford/Ford Loan
 Promissory Note and Disclosure

08/31/95

Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)

BILLINGSLEA, JAMES R.
 9226 SCHAEFER
 DETROIT, MI 48228

2. Social Security Number

IMAGE-RECORDS

3. Date of Birth

SEP 15 1995

4. Area Code/Telephone Number

(313) 933-2540

61

5. Driver's License Number (list state abbreviation first.)

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name

1. ANITA R. MCKINNEY

2. EDNA M. BILLINGSLEA

Permanent Address

9226 SCHAEFER

8115 NORMIE

City, State, Zip Code

DETROIT, MI 48228

DETROIT, MI 48204

Area Code/Telephone Number

)

Section B: To Be Completed By The School

7. School Name

FERRIS STATE UNIV

8. Loan Period

From: MM/DD/YY

To: MM/DD/YY

Approved

08/28/95

05/03/96

9. School Address (street, city, state, zip code)

901 S. STATE STREET

BIG RAPIDS, MI

49307

10. School Code/B

G02260

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct	08/21/95	\$1313	4.00%	\$52	\$1261	VARIABLE
Subsidized	01/02/96	\$1312		\$52	\$1260	
Loan						
	Total	\$2625		\$104	\$2521	
Direct						
Unsubsidized						
Loan						
	Total					

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note serve as my authorization for my loan proceeds to be credited to my student account school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Perkins Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Program (including National Defense Student Loans) or the Federal Family Education Loan Program. If I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

-S-96-G02260-1-01 01

 Signature of Borrower
 James R. Billingslea

 Date
 9/8/95

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE

Blakams
NAME

1-26-99
DATE